

**Fourth Amendment to
Seminole County Sheriff's Office Inmate Telephone System**

This Fourth Amendment is made and entered into as of the last date signed by either party and amends that certain Agreement made and entered into on the 8th day of December 2014 between Securus Technologies, Inc. ("Provider") and the Seminole County Sheriff's Office ("Sheriff").

WITNESSETH:

WHEREAS, Provider and Sheriff entered into the above-referenced agreement on December 8, 2014 for Inmate Telephone Services;

WHEREAS, the parties desire to amend the Agreement as set forth below;

NOW THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. The following additional language regarding Prepaid Calling Cards shall be added to subsection 4.1:

In addition, the PROVIDER agrees to offer inmate Prepaid Calling Cards for resale to inmates at the Facility(s). Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Cards will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you will notify us in writing of any change in the identity of the Commissary Operator, which change will be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay the invoice within 30 days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

COMPENSATION:

The face value of the Cards, less a discount percentage of 67.3%*, plus any applicable sales tax and shipping charges will be due and payable within 30 days after the invoice date. After such 30 day period, Provider reserves the right to charge interest on the overdue amount at the lower of (a) 15% per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, Provider will invoice you for the balance which will be due within 30 days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Customer provides us a valid reseller's certificate before the time of sale.

*Less the percentage of revenue at the Facility(s) that is generated by interstate calls. No commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

2. All terms and conditions of the Agreement not amended by this Fourth Amendment remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Fourth Amendment, this Addendum will control. This Fourth Amendment may be signed in one or more counterpart signature pages, all of which taken together shall constitute an original.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment by their duly authorized representatives.

SEMINOLE COUNTY SHERIFF'S OFFICE

SECURUS TECHNOLOGIES, INC.

By:

Name:

Title:

Date:



Lisa Spriggs

Chief of Administrative Services

6/5/2018

By:

Name:

Title:

Date:



Robert Pickens

President and Chief Executive Officer

6-1-18

